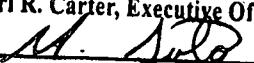


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6 Attorneys for Defendants, NEA DELIVERY, LLC; AMAZON.COM, INC.; APOSTOLOS  
7 MAGULIOTIS (ERRONEOUSLY NAMED AND SERVED AS APOSTOLOS MARGUIOTIS);  
and AMAZON LOGISTICS, INC.

FILED  
Superior Court of California  
County of Los Angeles

NOV 17 2017

Sherri R. Carter, Executive Officer/Clerk  
By  Deputy  
Moses Soto

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
9

10 COUNTY OF LOS ANGELES, CENTRAL DISTRICT

11 AARON YOUNG,

12 Plaintiff,

13 v.

14 NEA DELIVERY, LLC; AMAZON.COM,  
15 INC.; APOSTOLOS MARGUIOTIS, and  
16 DOES 1 through 100, inclusive,

17 Defendants.

18 Case No. BC621762  
[Assigned for All Purposes to Judge David  
Sotelo, Dept. 91]

19 DEFENDANTS AMAZON.COM INC.  
AND AMAZON LOGISTICS, INC.'S  
NOTICE OF MOTION AND MOTION  
FOR SUMMARY JUDGMENT, OR IN  
THE ALTERNATIVE, MOTION FOR  
SUMMARY ADJUDICATION

20 Date: February 2, 2018  
21 Time: 1:30 p.m.  
22 Dept.: 91

23 Reservation No.: 170725237206

24 [Filed concurrently with Separate Statement of  
Undisputed Material Facts; Declaration of  
Richard Nyhan; Declaration of James A.  
Chortanian; [Proposed] Order; [Proposed  
Judgment]]

25 Action Filed: May 26, 2016

26 Trial Date: March 19, 2018

27 TO ALL PARTIES AND TO THEIR ATTORNEYS OF RECORD HEREIN:

28 PLEASE TAKE NOTICE that on February 2, 2018 at 1:30 p.m. in Department 91 of the Los  
Angeles Superior Court Central District, located at 111 N. Hill St., Los Angeles, CA 90012,  
LEGAL:10390-0019/8024447.1

1 Defendants AMAZON.COM, INC. and AMAZON LOGISTICS, INC. will and hereby do move the  
2 court for Summary Judgment, or in the alternative Summary Adjudication, in their favor and against  
3 Plaintiff AARON YOUNG. Defendants AMAZON.COM, INC. and AMAZON LOGISTICS, INC.  
4 bring this Motion on the following grounds:

5       1. Apostolos Maguliotis was not an employee or agent of Amazon.com, Inc. or Amazon  
6 Logistics, Inc. and therefore vicarious liability cannot extend to Amazon.com, Inc. or Amazon  
7 Logistics, Inc. Therefore, summary judgment, or in the alternative, summary adjudication in favor of  
8 the moving Defendants should properly be granted.

9       2. There is no ostensible agency relationship between Apostolos Maguliotis and either  
10 Amazon.com, Inc. or Amazon Logistics, Inc. and therefore vicarious liability cannot extend to  
11 Amazon.com, Inc. or Amazon Logistics, Inc. Therefore, summary judgment, or in the alternative,  
12 summary adjudication in favor of the moving Defendants should properly be granted.

13       This Motion is made pursuant to the provisions of California *Code of Civil Procedure* § 437c  
14 and is based upon this Notice of Motion, the accompanying Memorandum of Points and Authorities,  
15 the concurrently filed Separate Statement of Undisputed Material Facts, the accompanying  
16 Declarations of Richard Nyhan and James A. Chortanian, Esq., the attached exhibits, the court file,  
17 and upon such other oral and/or documentary evidence as this court may choose consider at the time  
18 of hearing.

19  
20 DATED: November 16, 2017

WOOD, SMITH, HENNING & BERMAN LLP

21  
22 By:  
23

BRIAN L. HOFFMAN

JAMES A. CHORTANIAN

24       Attorneys for Defendants, NEA DELIVERY, LLC;  
25       AMAZON.COM, INC.; APOSTOLOS MAGULIOTIS  
26       (ERRONEOUSLY NAMED AND SERVED AS  
27       APOSTOLOS MARGUIOTIS); and AMAZON  
28       LOGISTICS, INC.

1  
2                   **MEMORANDUM OF POINTS AND AUTHORITIES**

3                   **I. INTRODUCTION**

4                   This is a Negligence action brought by plaintiff Aaron Young that arises from a fall he  
5                   sustained while riding his bicycle on Montana Avenue in Santa Monica, California on September  
6                   27, 2015. The Complaint was filed on May 26, 2016, asserting a sole cause of action for  
7                   Negligence against NEA Delivery, LLC, Amazon.com, Inc., and Apostolos Maguliotis  
8                   (erroneously named and served as Apostolos Marguiotis). (Attached as Exhibit "1" to the  
9                   Declaration of James A. Chortanian.) On August 5, 2016, Amazon.com, Inc. filed its Answer to the  
10                  Complaint, asserting fifteen (15) affirmative defenses. (Attached as Exhibit "2" to the Declaration of  
11                  James A. Chortanian.) On May 26, 2017, plaintiff amended the Complaint to add Amazon Logistics,  
12                  Inc. as Doe Defendant One. (Attached as Exhibit "5" to the Declaration of James A. Chortanian.) On  
13                  June 30, 2017, Amazon Logistics, Inc. filed its Answer to the Complaint, asserting fifteen (15)  
14                  affirmative defenses. (Attached as Exhibit "6" to the Declaration of James A. Chortanian.)

15                  Plaintiff Aaron Young (hereinafter "Mr. Young") contends that delivery driver Apostolos  
16                  Maguliotis negligently operated a delivery fleet vehicle and that Amazon.com, Inc. and Amazon  
17                  Logistics, Inc. are vicariously liable for his alleged injuries under the doctrine of respondeat superior  
18                  because Apostolos Maguliotis was acting in the course and scope of his employment for Amazon.com,  
19                  Inc. and Amazon Logistics, Inc. Defendants Amazon.com, Inc. and Amazon Logistics, Inc. contend  
20                  that there are no triable issues of material fact with respect to Mr. Young's contentions against them  
21                  because Apostolos Maguliotis was not an employee or agent of either Amazon.com, Inc. or Amazon  
22                  Logistics, Inc., and therefore neither Amazon.com, Inc. nor Amazon Logistics, Inc. can be held to be  
23                  vicariously liable for the acts of Apostolos Maguliotis.

24                   **II. STATEMENT OF UNDISPUTED FACTS**

25                  Amazon.com, Inc. is an electronic commerce and cloud computing company that hosts a  
26                  retail website wherein various products can be purchased for delivery. Amazon Logistics, Inc.  
27                  contracts with delivery providers to deliver packages from a central location to its customers. NEA  
28                  Delivery, LLC operates solely as a delivery service provider and screens, hires, trains, employs,

1 and pays its delivery drivers to provide delivery services for various business entities. (**Separate**

2 **Statement of Undisputed Material Facts (hereinafter "SSUMF") Nos. 7 & 8.)**

3 On March 13, 2015, NEA Delivery, LLC entered into a contractual agreement with  
4 Amazon Logistics, Inc. to deliver packages from a central location for compensation at various  
5 distribution centers throughout California, including, but not limited to, a distribution center  
6 known as DLA-1 in Inglewood, California. (**SSUMF No. 9.**) Pursuant to the terms of the March  
7 13, 2015 contract, and the mutual understanding and agreement between NEA Delivery, LLC and  
8 Amazon Logistics, Inc., NEA Delivery, LLC was the exclusive employer of its delivery drivers  
9 and had exclusive responsibility for its personnel. It was also understood that NEA Delivery, LLC  
10 personnel, including, but not limited to, its delivery drivers, were not eligible to participate in any  
11 employment benefit plans or other benefits available to Amazon Logistics, Inc. or Amazon.com,  
12 Inc. employees. It was further understood that NEA Delivery, LLC personnel, including, but not  
13 limited to, its delivery drivers, did not have authority to bind Amazon Logistics, Inc.,  
14 Amazon.com, Inc. or any of their affiliates to any agreement or obligation. (**SSUMF No. 10.**)

15 At all times, and on September 27, 2015, NEA Delivery, LLC was required to hire, train,  
16 and employ all drivers assigned to perform delivery services under the contractual agreement.

17 (**SSUMF No. 11.**) At all times, and on September 27, 2015, NEA Delivery, LLC used and  
18 maintained its own fleet vehicles to provide delivery services for Amazon Logistics, Inc.

19 (**SSUMF No. 12.**) At all times, and on September 27, 2015, NEA Delivery, LLC was not the  
20 only delivery service provider that provided delivery services to Amazon Logistics, Inc. out of the  
21 distribution center known as DLA-1 in Inglewood, California. Several other delivery service  
22 providers operated and provided delivery services to Amazon Logistics, Inc. out of that location as  
23 well. (**SSUMF No. 13.**)

24 At all times, and on September 27, 2015, Apostolos Maguliotis was employed by NEA  
25 Delivery, LLC as a delivery driver and he worked out of the distribution center known as DLA-1  
26 in Inglewood, California, where he would retrieve his packages for delivery and begin his delivery  
27 route. The delivery routes for NEA Delivery, LLC delivery drivers were set by Amazon Logistics,  
28 Inc., but the drivers could elect to take different delivery routes on their own volition. (**SSUMF**

1      No. 14.) Per its ordinary course of business, and its custom and practice, NEA Delivery, LLC  
2      screened, hired, trained, employed, and paid Apostolos Maguliotis to work as a delivery driver.  
3      (SSUMF No. 15.) NEA Delivery, LLC paid Apostolos Maguliotis as a delivery driver on an  
4      hourly basis, based on the time he would clock-in and clock-out. (SSUMF No. 16.)

5           On September 27, 2015, Apostolos Maguliotis was working within the course and scope of  
6      his employment as a delivery driver for NEA Delivery, LLC and delivered packages on a delivery  
7      route, part of which was in Santa Monica, California. At all times, and on September 27, 2015,  
8      the vehicle driven by Apostolos Maguliotis was the property of NEA Delivery, LLC and the  
9      Amazon logo did not appear anywhere on the vehicle driven by Apostolos Maguliotis. (SSUMF  
10     No. 17.) At all times, and on September 27, 2015, NEA Delivery, LLC had its own liability  
11     insurance to cover the negligent acts of its employees, which included, but was not limited to, any  
12     negligent acts by Apostolos Maguliotis. (SSUMF No. 18.)

13           At all times on September 27, 2015, Apostolos Maguliotis was working as an employee of  
14      NEA Delivery, LLC as a delivery driver and was acting within the course and scope of his  
15      employment as a delivery driver with NEA Delivery, LLC. (SSUMF No. 19.) At no time was  
16      Apostolos Maguliotis ever employed by Amazon Logistics, Inc. or Amazon.com, Inc. (SSUMF  
17     No. 20.) At no time did Amazon.com, Inc. or Amazon Logistics, Inc. ever pay Apostolos  
18      Maguliotis for his work as a delivery driver with NEA Delivery, LLC. (SSUMF No. 22.)

19           Mr. Young contends that he was riding his bicycle on Montana Avenue in Santa Monica,  
20      California, on September 27, 2015, when Apostolos Maguliotis opened the driver's door of the  
21      parked delivery vehicle he was operating in such a way that caused Mr. Young fall and suffer  
22      several alleged injuries. (SSUMF No. 1.)

23      **III. SUMMARY JUDGMENT MUST BE GRANTED AS A MATTER OF LAW WHEN**  
24      **THERE IS NO TRIABLE ISSUE OF MATERIAL FACT**

25           Under *Code of Civil Procedure* § 437c, a party may move for summary judgment, or in the  
26      alternative, summary adjudication. Section 437c provides in pertinent part:

27           (a) Any party may move for summary judgment in any action or proceeding if  
28      it is contended that the action has no merit or that there is no defense to the action  
or proceeding ...

(c) The motion for summary judgment shall be granted if all the papers submitted show that there is no triable issue as to any material fact and that the moving party is entitled to a judgment as a matter of law ...

(See *Newhall Land & Farming Co. v. McCarthy Construction*, (2001) 88 Cal. App. 4<sup>th</sup> 769, 772-773.) It would be an abuse of discretion to deny summary judgment when the moving papers establish that there is no triable issue of material fact. (*Whitney's at the Beach v. Superior Court* (1970) 3 Cal. App. 3d 258, 266.)

The purpose of a summary judgment motion is to "provide courts with a mechanism to cut through the parties' pleadings in order to determine whether, despite their allegations, trial is in fact necessary to resolve their dispute." (*Aguilar v. Atlantic Richfield Co.*, (2001) 25 Cal.4<sup>th</sup> 826, 843.) Nonetheless, the pleadings serve as the "outer measure of materiality" in a summary judgment motion, and the motion may not be granted or denied on issues not raised in the pleadings. (*FDI Development, Inc. v. Nakashima*, (1991) 231 Cal. App. 3d 367, 381-382.) In a motion for summary judgment, a defendant meets his burden by proving that one or more elements of the cause of action cannot be established. (*Newhall Land & Farming Co., supra*, at 772-773.) At that point, the burden shifts to the plaintiff to show the existence of a triable issue of material fact. (*Id.*)

17 IV. APOSTOLOS MAGULIOTIS WAS NOT AN EMPLOYEE OR AGENT OF  
18 AMAZON.COM, INC. OR AMAZON LOGISTICS, INC.

19 Apostolos Maguliotis is not, and has never been, an employee or agent of Amazon.com,  
20 Inc. or Amazon Logistics, Inc. The only way plaintiff could sustain a claim against either  
21 Amazon.com, Inc. or Amazon Logistics, Inc. is by a showing that they were employers of  
22 Apostolos Maguliotis and are vicariously liable for his alleged negligent conduct. Thus, the  
23 critical issue as to Amazon.com, Inc. and Amazon Logistics, Inc. has always been whether they  
24 are the employers of Apostolos Maguliotis and are vicariously liable for his conduct. Absent a  
25 showing of an employer and employee relationship, liability cannot attach to Amazon.com, Inc. or  
26 Amazon Logistics, Inc., and they should never have been sued as defendants in this matter.

27 The general rule-to which there are numerous exceptions-is that the hirer of an independent  
28 contractor is not liable to third parties for the contractor's negligence. (*Fonseca v. County of*

1      *Orange* (1972) 28 Cal. App. 3d 361, 365.) Whether a person is an employee or an independent  
2 contractor is ordinarily a question of fact but if from all the facts only one inference may be drawn  
3 it is a question of law. (*Brose v. Union-Tribune Publishing Co.* (1986) 183 Cal. App. 3d 1079,  
4 1081.) Here, the only inference which can be raised from the facts is that Apostolos Maguliotis  
5 was at all times, and acted at all times, as an employee of NEA Delivery, LLC and an independent  
6 contractor with regard to Amazon.com, Inc. and Amazon Logistics, Inc.

7      An independent contractor is generally defined as a person who is employed by another to  
8 perform work, who pursues an "independent employment or occupation" in performing it, and  
9 who follows the employer's desires only as to the results of the work, and not as to the means  
10 whereby it is to be accomplished. The most significant factor in determining the existence of an  
11 employer-independent contractor relationship is the right to control the manner and means by  
12 which the work is to be performed. (*Millsap v. Fed. Express Corp.* (1991), 227 Cal. App. 3d 425,  
13 431.)

14      Historically, Labor & Employment and Tort Law has identified specific professions and  
15 positions that are typically given independent contractor status, to include "route drivers." Route  
16 drivers usually operate without supervision, and in such cases are regarded as independent  
17 contractors. 3 Witkin, Summary 10th Agency § 27 (2005). This was illustrated in *Millsap*. In  
18 *Millsap*, the delivery driver at issue, Christopher Pence, used his own car to deliver the packages,  
19 furnished his own gas and oil, furnished his own liability insurance, and paid for whatever car  
20 repairs were necessary. Additionally, Mr. Pence was paid on a "per route" basis; i.e., he was paid a  
21 lump sum based on the distance traveled to deliver the packages he delivered. He would also be  
22 called if there were packages available for delivery, or he would stop by to see if there was  
23 anything available. Lastly, he received no employee benefits and no taxes were withheld from his  
24 paychecks. *Millsap*, 227 Cal. App. 3d at 431.

25      As established by the Declaration of Richard Nyhan, submitted in support of this Motion  
26 for Summary Judgment, at all times relevant to this lawsuit, Apostolos Maguliotis worked as an  
27 employee of NEA Delivery, LLC as a delivery driver and was acting within the course and scope  
28 of his employment as a delivery driver with NEA Delivery, LLC.

1       Moreover, many similarities can be found between the instant case and *Millsap*. For  
2 example, NEA Delivery, LLC was required to hire, train, and employ all drivers assigned to  
3 perform delivery services under its contractual agreement with Amazon Logistics, Inc. and used  
4 and maintained its own fleet vehicles to provide delivery services for Amazon Logistics, Inc.  
5 Further, NEA Delivery, LLC was not the only delivery service provider that provided delivery  
6 services to Amazon Logistics, Inc. out of the distribution center known as DLA-1 in Inglewood,  
7 California. Several other delivery service providers operated and provided delivery services to  
8 Amazon Logistics, Inc. out of that location as well.

9       Furthermore, NEA Delivery, LLC paid Apostolos Maguliotis as a delivery driver on an  
10 hourly basis, based on the time he would clock-in and clock-out. At all times, and on September  
11 27, 2015, NEA Delivery, LLC had its own liability insurance to cover the negligent acts of its  
12 employees, which included, but was not limited to, any negligent acts by Apostolos Maguliotis.

13       At all times, and on September 27, 2015, the vehicle driven by Apostolos Maguliotis was  
14 the property of NEA Delivery, LLC and the Amazon logo did not appear anywhere on the vehicle  
15 driven by Apostolos Maguliotis.

16       Finally, pursuant to the terms of the March 13, 2015 contract, and the mutual  
17 understanding and agreement between NEA Delivery, LLC and Amazon Logistics, Inc., NEA  
18 Delivery, LLC was the exclusive employer of its delivery drivers and had exclusive responsibility  
19 for its personnel. It was also understood that NEA Delivery, LLC personnel, including, but not  
20 limited to, its delivery drivers, were not eligible to participate in any employment benefit plans or  
21 other benefits available to Amazon Logistics, Inc. or Amazon.com, Inc. employees. It was further  
22 understood that NEA Delivery, LLC personnel, including, but not limited to, its delivery drivers,  
23 did not have authority to bind Amazon Logistics, Inc., Amazon.com, Inc. or any of their affiliates  
24 to any agreement or obligation.

25       It is undisputed that Apostolos Maguliotis has never been an employee of either  
26 Amazon.com, Inc. or Amazon Logistics, Inc. At all times on September 27, 2015, Apostolos  
27 Maguliotis was working as an employee of NEA Delivery, LLC as a delivery driver and was  
28 acting within the course and scope of his employment as a delivery driver with NEA Delivery,

1 LLC. As a result, plaintiff cannot sustain a claim against either Amazon.com, Inc. or Amazon  
2 Logistics, Inc. and this Motion for Summary Judgment should be granted. Alternatively, the  
3 moving Defendants request that the Court summarily adjudicate the issue of vicarious liability.

4 **V. THERE IS NO OSTENSIBLE AGENCY RELATIONSHIP BETWEEN**  
5 **APOSTOLOS MAGULIOTIS AND EITHER AMAZON.COM, INC. OR AMAZON**  
6 **LOGISTICS, INC.**

7 An agency is ostensible when the principal intentionally, or by want of ordinary care,  
8 causes a third person to believe another to be his agent who is not really employed by him.  
9 (California *Civil Code* §§ 2300, 2317.) The elements necessary to establish an ostensible agency  
10 in both tort and other cases have been stated by various decisions. Both ostensible agency and  
11 ostensible authority are forms of estoppel. (*Donnelly v. San Francisco Bridge Co.* (1897) 117  
12 Cal.417, 421; *Yanchor v. Kagan* (1971) 22 Cal.App.3d 544, 549.) Generally, this theory requires  
13 proof of three elements:

14 "First, the person dealing with the agent must do so with belief in the  
15 agent's authority and this belief must be a reasonable one; Second, such  
16 belief must be generated by some act or neglect of the principal sought to  
be charged; Third, the third person in relying on the agent's apparent  
authority must not be guilty of negligence."

17 The ostensible servant's conduct is irrelevant. It is only the words or acts of the principal  
18 which are material. Those words or acts must be such as to cause the third person to believe the  
19 agency relationship exists. (*Hartong v. Partake, Inc.* (1968) 266 Cal.App.2d 942, 960.)

20 Here, it is undisputed that the plaintiff has no factual basis to support an agency theory  
21 between Apostolos Maguliotis, Amazon.com, Inc. and Amazon Logistics, Inc. Plaintiff Aaron  
22 Young was riding his bicycle in Santa Monica, California, on September 27, 2015, when  
23 Apostolos Maguliotis opened the driver's door of the parked delivery vehicle he was operating in  
24 such a way that caused Mr. Young fall and suffer several alleged injuries. As stated above, the  
25 vehicle driven by Apostolos Maguliotis on September 27, 2015 was the property of NEA  
26 Delivery, LLC and the Amazon logo did not appear anywhere on the vehicle driven by Apostolos  
27 Maguliotis. Further, there was no prior relationship between plaintiff and any party in this action

1 that would in any way give rise to facts from which estoppel might arise. The Complaint simply  
2 refers to a negligent act allegedly performed by Apostolos Maguliotis on September 27, 2017, and  
3 that vicarious liability should attach to NEA Delivery, LLC, Amazon.com, Inc. and Amazon  
4 Logistics, Inc. Under the principals of California law, plaintiff cannot show sufficient evidence of  
5 an ostensible agency theory, and this Motion for Summary Judgment should be granted.  
6 Alternatively, the moving Defendants request that the Court summarily adjudicate the issue of  
7 ostensible agency.

8 **VI. IN THE ALTERNATIVE, DEFENDANTS MOVE FOR SUMMARY  
ADJUDICATION**

9 The Court has authority to issue a summary adjudication of different causes of action under  
10 *Code of Civil Procedure* § 437c, subdivision (f)(1). Section 437c, subdivision (f)(1) provides that  
11 "[a] party may move for summary adjudication as to one or more causes of action within an  
12 action...if the party contends that the cause of action has no merit." In making this determination,  
13 the Court may rely on "affidavits, declarations, admissions, answers to interrogatories, and matters  
14 of which judicial notice shall or may be taken." (*Code of Civil Procedure* § 437c(b).) *Code of  
15 Civil Procedure* § 437(c)(o)(1) and § 437(c)(o)(2) state that a cause of action has no merit if it is  
16 shown that one or more elements of a cause of action cannot be established, or that there is a  
17 complete defense to that cause of action. By demonstrating that either one of the above conditions  
18 exist, a defendant has met his or her burden of showing that a cause of action has no merit. (*Code  
19 of Civil Procedure* § 437(c)(p)(2).) The burden then shifts to plaintiff to show that a triable issue  
20 of material fact exists. (*Id.*)

21 It is respectfully submitted that the requirements of *Code of Civil Procedure* § 437c have  
22 been met and that Defendants Amazon.com, Inc. and Amazon Logistics, Inc. are entitled to  
23 summary adjudication as a matter of law as to the aforementioned issues and for the reasons set  
24 forth above.

25 **VII. CONCLUSION**

26 Based on the foregoing, it is respectfully requested that Judgment be entered in favor of  
27 defendants Amazon.com, Inc. and Amazon Logistics, Inc. and against plaintiff, Aaron Young.  
28

WOOD, SMITH, HENNING & BERMAN LLP  
Attorneys at Law  
10960 WILSHIRE BOULEVARD, 18<sup>TH</sup> FLOOR  
LOS ANGELES, CALIFORNIA 90024-3804  
TELEPHONE 310-481-7650 • FAX 310-481-7650

1 Alternatively, defendants Amazon.com, Inc. and Amazon Logistics, Inc. respectfully request this  
2 Court to grant summary adjudication on the issues set forth above.

3  
4 DATED: November 16, 2017

WOOD, SMITH, HENNING & BERMAN LLP

5  
6 By:  
7

BRIAN L. HOFFMAN

JAMES A. CHORTANIAN

8 Attorneys for Defendants, NEA DELIVERY, LLC;  
9 AMAZON.COM, INC.; APOSTOLOS MAGULIOTIS  
10 (ERRONEOUSLY NAMED AND SERVED AS  
11 APOSTOLOS MARGUIOTIS); and AMAZON  
12 LOGISTICS, INC.

1  
2                   **PROOF OF SERVICE**

3                   **STATE OF CALIFORNIA, COUNTY OF ORANGE**

4                   I am employed in the County of Orange, State of California. I am over the age of eighteen  
5 years and not a party to the within action. My business address is 5000 Birch Street, Suite 8500,  
6 Newport Beach, CA 92660.

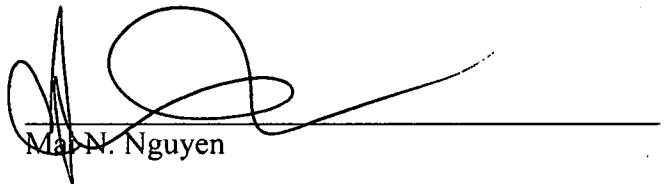
7                   On November 17, 2017, I served the following document(s) described as **DEFENDANTS  
8 AMAZON.COM INC. AND AMAZON LOGISTICS, INC.'S NOTICE OF MOTION AND  
9 MOTION FOR SUMMARY JUDGMENT, OR IN THE ALTERNATIVE, MOTION FOR  
10 SUMMARY ADJUDICATION** on the interested parties in this action as follows:

11 Eric Bryan Seuthe, Esq.  
12 Law Offices of Eric Bryan Seuthe & Assoc.  
13 445 S. Beverly Drive  
14 Beverly Hills, CA 90212  
15 Tel: (310) 277-8020  
16 Fax: (310) 551-1644  
**Attorneys for Plaintiff, Aaron Young**

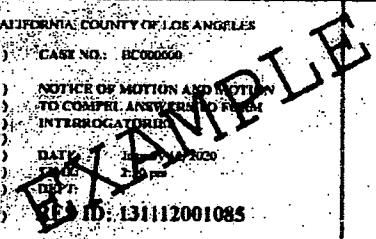
17                   **BY PERSONAL SERVICE:** I caused to be personally delivered the document(s) to the  
18 person at the addresses listed in the Service List. (1) For a party represented by an attorney,  
19 delivery was made to the attorney or at the attorney's office by leaving the documents in an  
20 envelope or package clearly labeled to identify the attorney being served with a receptionist or an  
21 individual in charge of the office. (2) For a party, delivery was made to the party or by leaving the  
22 documents at the party's residence with some person not less than 18 years of age between the  
23 hours of eight in the morning and six in the evening.

24                   I declare under penalty of perjury under the laws of the State of California that the  
25 foregoing is true and correct.

26                   Executed on November 17, 2017, at Newport Beach, California.

27                     
28                   Mai N. Nguyen

**THIS IS YOUR CRS RECEIPT**

INSTRUCTIONS
Please print this receipt and attach it to the corresponding motion/document as the last page. Indicate the Reservation ID on the motion/document face page (see example). The document will not be accepted without this receipt page and the Reservation ID.


**RESERVATION INFORMATION**

**Reservation ID:** 170725237206  
**Transaction Date:** July 25, 2017  
**Case Number:** BC621762  
**Case Title:** AARON YOUNG VS NEA DELIVERY LLC ET AL  
**Party:** AMAZON.COM INC (Defendant/Respondent)  
**Courthouse:** Stanley Mosk Courthouse  
**Department:** 91  
**Reservation Type:** Motion for Summary Judgment  
**Date:** 2/2/2018  
**Time:** 01:30 pm

---

**FEE INFORMATION (Fees are non-refundable)**

**First Paper Fee:** Party asserts first paper was previously paid.

Description	Fee
Motion for Summary Judgment	\$500.00
<b>Total Fees:</b>	<b>Receipt Number: 1170725K6129</b> \$500.00

---

**PAYMENT INFORMATION**

**Name on Credit Card:** Gregory Amundson  
**Credit Card Number:** XXXX-XXXX-XXXX-2974

**A COPY OF THIS RECEIPT MUST BE ATTACHED TO THE CORRESPONDING**

**MOTION/DOCUMENT AS THE LAST PAGE AND THE RESERVATION ID INDICATED ON THE**

**MOTION/DOCUMENT FACE PAGE.**